



GENERAL INFORMATION CITY OF FRISCO, TEXAS

REQUEST FOR QUALIFICATIONS NO. 1510-012 TRAFFIC ENGINEERING SERVICES

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DOCUMENTS ARE DUE TO THE OFFICE OF THE PURCHASING MANAGER PRIOR  
TO:

***March 20, 2015 @ 2:00PM CST***

***NO LATE SUBMITTALS WILL BE ACCEPTED***

**CD OR FLASH DRIVE AND NINE HARD COPIES REQUIRED**  
~~~~~

**DOCUMENTS
MAY BE DELIVERED OR
MAILED TO:**

City of Frisco
Daniel Ford
Purchasing Manager
6101 Frisco Square Blvd.
Frisco, TX 75034

**Deadline for Submittal of
Questions**

March 4, 2015 @4:00PM CST
Send to
Purchasing@friscotexas.gov

FOR ADDITIONAL INFORMATION CONCERNING THIS REQUEST FOR QUALIFICATIONS
PLEASE CONTACT:

Daniel Ford, CPPO, CPPB
Purchasing Manager
dford@friscotexas.gov
972 292 5545

Jean Stellatella, CPIM, CPPB
Senior Buyer
jestellatella@friscotexas.gov
972 292 5541



CITY OF FRISCO

REQUEST FOR QUALIFICATIONS NO. 1510-012

TRAFFIC ENGINEERING SERVICES

SUBMITTERS MUST PROVIDE SUBMITTALS ON A CD OR FLASHDRIVE PLUS NINE HARD COPIES TO FACILITATE EVALUATION. IF THE HARD COPIES ARE NOT SUBMITTED WITH THE CD OR FLASH DRIVE, YOUR SUBMITTAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

SUBMITTALS MUST BE RECEIVED BY MARCH 20, 2015 BEFORE 2:00 PM CST BY THE PURCHASING MANAGER'S OFFICE. NO SUBMITTAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL SUBMITTALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NONRESPONSIVE.

Submittals will be publicly opened and names of those that submitted will be read aloud at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on March 20, 2015 at 2:05 PM CST.

Write the Request for Qualifications number, *1510-012*, and name of submittal, *RFQ for Traffic Engineering Services*, and the name of your organization on the outer envelope.

Submittals are to be submitted in accordance with the attached City specifications and the "General Conditions of Submitting" attached hereto. Each Submitter is required to fill in every blank; failure to do so may be used as a basis for rejection of a Submittal. The City reserves the right to reject any or all Submittals, to waive formalities, or to proceed otherwise when in the best interest of the City.

The successful Submitter may be required to execute a written contract. The City will have the right and option to terminate the contract upon thirty (30) days written notice.

SEE ATTACHED SPECIFICATIONS/SUBMITTAL FORM

GENERAL CONDITIONS OF SUBMITTING

1. INSTRUCTIONS: These instructions apply to all Submittals and become a part of the terms and conditions of any Submittal and any agreement entered into subsequent thereto, unless exception is taken in writing by Submitter when submitting.

SUBMITTING SUBMITTALS

2. FORM: Submitters must provide a CD or flash drive, and nine (9) hard copies of the sealed Submittal to the Purchasing Manager prior to response due date/time. Failure to submit the additional hard copies may result in the Submittal being declared nonresponsive to the specification and it may not be considered for further evaluation.
3. PRICING: Pricing is not included as part of the RFQ.
4. QUANTITIES: In the case of estimated requirements contract, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or service to be furnished. The successful Submitter shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Submittals must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: SUBMITTALS MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the Submitter shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting Submitter.
8. SUBMITTER SHALL PROVIDE: With this Submittal response, the Submitter shall provide all documentation required. Failure to provide this information may result in rejection of the Submittal.
9. ALTERING/WITHDRAWAL OF SUBMITTALS: Submittals cannot be altered or amended after submission deadline. The signer of the Submittal, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No Submittal may be withdrawn after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Managers' approval.

10. **PRESENTATION OF SUBMITTALS:** No oral, telegraphic, telephonic, e-mailed, or facsimile Submittals will be considered at this time. All Submittals must be submitted in a sealed envelope.
11. **CORRESPONDENCE:** The Submittal number must appear on ALL correspondence, inquiries, submittal documents, etc. pertaining to this Request for Qualifications.
12. **ADDENDA:** Any interpretations, corrections or changes to this Request for Qualifications and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Request for Qualifications. Submitters shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the Submitter to ensure receipt of all addenda and to include the changes in this Submittal document.
13. **LATE SUBMITTALS:** Submittals received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. **SUBMITTAL OPENINGS:** Names of all Submitters submitting will be read aloud at the City's regularly scheduled Submittal opening for the designated project. However the reading of a Submittal at opening should not be construed as a comment on the responsiveness of such Submittal or as any indication that the City accepts such Submittal as responsive.

The City will make a determination as to the responsiveness of Submittals submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful Submitter upon award of the contract and according to state law; all Submittals received will be available for inspection at that time, unless otherwise provided by law.

15. **SUBMITTAL TABULATION:** Submitters desiring a copy of the tabulation may request it by enclosing a self-addressed stamped envelope with their Submittal. TABULATION RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov/bids. If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov.
16. **PROTESTS:** All protests regarding the Submittal solicitation process must be submitted in writing to the City within THREE (3) working days following the opening of Submittals. This includes all protests relating to advertising of notices, deadlines, opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this Submittal. Protests relating to staff recommendations may be directed to the City Manager within in THREE (3) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. **SUBMITTAL AWARD:** The City reserves the right to award a separate contract to separate Submitters for each item/group or to award one contract for the entire Submittal.

18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE SUBMITTERS: A prospective Submitter must affirmatively demonstrate Submitter's responsibility. A prospective Submitter must meet the following requirements:
- A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine Submitter's ability to meet these minimum standards listed above.

20. ASSIGNMENT: The successful Submitter shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Submittals on brands of like nature and quality may be considered unless specifically excluded. If proposing on other than referenced, Submittal must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH SUBMITTAL UNLESS REQUESTED.**
22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. **PATENT RIGHTS: The Submitter agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.**

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful Submitter. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for

any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

28. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
29. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN SUBMITTAL PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
30. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the highest scoring SUBMITTER.
31. INVOICES: Invoices must be submitted by the successful Submitter to the City of Frisco, Finance Division, accountspayable@friscotexas.gov.

CONTRACT

32. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract or multiple year Submittal, the contract shall be for a predetermined period as specified in the Request for Qualifications. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
33. INTERLOCAL AGREEMENT: Successful Submitter agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful Submitter may be asked to provide products/services, based upon Submittal, to any other participant in the Forum.
34. AUDIT: The City reserves the right to audit the records and performance of successful SUBMITTER during the term of the contract and for three (3) years thereafter.
35. **SUCCESSFUL SUBMITTER SHALL: Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from Submittal award. Successful Submitter shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.**

36. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful Submitter fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another Submitter, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful Submitter.
37. **ACCEPTABILITY:** All articles enumerated in the Submittal shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the Submitter and at its expense. All disputes concerning quality of supplies utilized in the performance of this Submittal will be determined solely by the City Purchasing Manager or designated representative.
38. **REMEDIES:** The successful Submitter and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
39. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
40. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
41. **NO PROHIBITED INTEREST:** The SUBMITTER acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."
42. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within

the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

43. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
44. **PREVAILING WAGE RATES:** Contractors are required to pay not less than the rates determined using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, to a worker employed by it in the execution of a contract for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.. Contractors are required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.
45. **APPLICABLE LAW:** Contractor shall comply with all federal, state and Frisco laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work in or around the Facility. Contractor shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of Contractor comply with all applicable laws, statutes, ordinances, regulations and policies.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
4. Endorsement applicable to each policy provided.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted upon request by the City. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)
Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

SAMPLE ON FOLLOWING PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Brokerage 1234 Frisco Square Blvd. Frisco, Texas 75034	CONTACT NAME: John Smith PHONE (A/C, No, Ext): 972-555-5555 FAX (A/C, No): 972-555-5556 E-MAIL ADDRESS: johnsmith@abcinsurance.com																					
INSURED Your Company Name Here Address of Insured Address of Insured	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Insurance Company Name</td><td>12345</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Insurance Company Name	12345	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Insurance Company Name	12345																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		987654	03/05/2013	03/05/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			123456	03/05/2013	03/05/2014	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	123456	03/05/2013	03/05/2014	WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Frisco, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation. Provide a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

CERTIFICATE HOLDER City of Frisco 6101 Frisco Square Blvd Frisco, Texas 75034	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE HERE
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ACORD 25 (2010/05)

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Supplemental Information

Texas Government Code Section 2252.002 Non-resident Bidders

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST
(Supplemental Information)

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, a member of the Contractor team, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- _____ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- _____ Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000).
- _____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
- _____ Other: _____.
- _____ None of the Above.

Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 2015.

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 2015.

Notary Public in and for the State of _____
My commission expires: _____

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

- | | | | | |
|------------------------|--------------------------|-----|--------------------------|----|
| 1. Sole Proprietorship | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 2. Partnership | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 3. Corporation | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

CIQ Form-To be completed by the SUBMITTER and Submitted with SUBMITTAL

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p><small>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</small></p> <p><small>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</small></p> <p><small>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</small></p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px; min-height: 150px;"> Date Received </div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of person who has a business relationship with local governmental entity. <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</small> </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer with whom filer has employment or business relationship. <div style="text-align: center; margin-top: 10px;"> _____ Name of Officer </div> <p><small>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</small></p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <div style="border: 1px solid black; height: 100px; margin-top: 10px;"></div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 4 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> _____ Signature of person doing business with the governmental entity </div> <div style="width: 45%;"> _____ Date </div> </div> </div>		

Adopted 06/29/2007

SUBMITTER REMINDER LIST:

REQUESTED DOCUMENTATION INCLUDED?

CD OR FLASH DRIVE AND NINE (9) HARD COPIES INCLUDED?

ALL PAGES COMPLETED ON THIS FORM?

COMPLETED COMPANY PROFILE/REFERENCES?

COMPLETED SIGNATURE?

Schedule of Events

Public Notification/Advertisement

February 20, 2015

February 27, 2015

Deadline for Submitting Questions

March 4, 2015@ 4:00PM CST

RFQ Responses Due

March 20, 2015@ 2:00PM CST

Questions Concerning this RFQ are due in writing via e-mail to purchasing@friscotexas.gov before the deadline for submitting questions stated above.

City Of Frisco
Engineering Services Department
Request for Qualifications for Traffic Engineering Services
RFQ #1510-012

The City of Frisco is seeking qualification statements from experienced civil engineering firms who can demonstrate they have the resources, experience, and qualifications to provide traffic engineering services. Professional traffic engineering services are being sought in six (6) categories, including: 1) roadway illumination design, 2) traffic signal timing, 3) traffic signal design, 4) Intelligent Transportation Systems (ITS) design, 5) roundabout design and analysis, and 6) traffic engineering studies.

It is the intent of the City of Frisco to select multiple firms to perform these services on an on-call basis. The City anticipates selecting two firms per category, but this may vary depending on what the City deems to be in its best interest. Firms are encouraged to use HUB and M/WBE firms, but it is not required. Firms may submit qualifications for any or all of the six work categories. Selected firms will be retained for one (1) year with two (2) optional one (1) year renewals. Previous on-call traffic engineering services contracts have ranged in value from \$200,000 to \$700,000.

The City of Frisco is located approximately 20 miles north of downtown Dallas along the Dallas North Tollway and SH 121, and covers area in both Collin and Denton County. The population estimate as of January 1, 2015 is 145,500. The City occupies approximately 72 square miles and has an expected build-out population of roughly 325,000 to 370,000.

The City of Frisco currently operates 101 signalized intersections from our Traffic Management Center using the Trafficware ATMS.NOW system software. The City uses TS2 cabinets with Trafficware controllers. The City is beginning to implement Trafficware ATC controllers with the expectation of using automated traffic signal performance measures. The traffic signals also include the use of over 405 video detection cameras, 88 pan-tilt-zoom cameras, and 102 battery backup units. The traffic signals are connected using Cambium Networks broadband Ethernet radios. The City also maintains over 5,000 arterial light fixtures, 145 school zone flashers, and over 1600 lane-miles of streets.

It should be noted that the City of Frisco has retained GHD, Inc. on an on-call basis to assist the City in their roundabout program. GHD, Inc. is assisting the city by providing peer reviews, staff training, public education materials, development of design standards and details, and site selection of roundabouts. Therefore, proposing firms cannot include GHD, Inc. on their team for this request for qualifications.

The City of Frisco Purchasing Division will accept bound written qualification statements from engineering consultants through 2:00PM CST, Friday, March 20, 2015. Late submittals will not be accepted. The bound qualification statement should be submitted to the attention of Daniel Ford, Purchasing Manager, 6101 Frisco Square Boulevard, First Floor, Frisco, Texas 75034. Each firm is responsible for ensuring the bound qualification statement is responsive and that it is delivered by the date, time and location specified. Only firms with traffic engineering experience should submit.

Nine (9) copies of the bound qualification statements shall be submitted. The bound qualification
City of Frisco, Texas

statements can contain up to four (4) single sided pages on 8-1/2" x 11" paper, excluding one-page resumes of all team members that may be included in an appendix. In addition to the four (4) page limit, one (1) additional page will be allowed for each work category the firm is including in their qualification statement. For example, a firm interested in providing services for three of the work categories will be allowed a maximum of seven (7) pages in their qualification statement. All pages must use a 12 point font size.

Along with the hard copies, one electronic copy (either CD or Flash Drive) shall be submitted to aid in evaluation of responses.

The qualification statement must include the following:

- An organization chart containing the names, addresses, telephone and fax numbers of the prime provider and any sub provider's key personnel proposed for the team and their contract responsibilities by work category. The organization chart can be prepared with a font size of less than 12 point and is limited to one page.
- Statement clearly identifying the work categories for which the firm is interested in providing services.
- Identification of the prime provider's project manager who may be replaced during the selection and award process only by another person proposed for the prime provider's team, as approved by the City of Frisco.
- Information showing the team's project understanding and approach for each work category being submitted; the project manager's experience with similar projects in the last five (5) years; similar project-related experience of the task leaders responsible for the major work categories in the last five (5) years; and other pertinent information addressed in this notice. For each similar project referenced, identify either the project manager's or the task leader's specific role(s) and work contributed.
- Verification in the form of a statement that the proposed team individuals are currently employed by either the prime provider or a sub provider.
- Name and contact information (mailing address, e-mail address, telephone number) for each project referenced in the qualification statement.
- Description of the team's QA/QC procedures including what is standard practice for all stages of the design process.
- Description of cost control procedures in place to minimize cost while still providing a quality product.

All written bound qualification statements submitted will be evaluated by a Selection Committee led by Brian A. Moen, P.E., Assistant Director of Engineering Services/Transportation. The review of the qualification statements will be based on the following selection criteria, listed in order of importance:

(1) Past experience of the project manager, task leaders and other project team members on comparable projects (35 points);

(2) Project approach for each work category (30 points);

(3) Reputation of firm and references for comparable projects (25 points) and;

(4) QA/QC procedures and cost control measures. (10 points)

Any submittal which does not adhere to the format prescribed in this RFQ may be deducted points from evaluation (up to 10 points). The qualification statement should specifically address each criterion for evaluation.

The top ranked firms may be asked to meet with the City and make oral presentations. However, the City may make a selection directly from the written submittals due to the time sensitivity of the project. The City reserves the right without prejudice to reject any or all submittals that are non-responsive to the submittal requirements.

All questions related to this Request for Qualifications must be submitted by email to purchasing@friscotexas.gov by March 4, 2015 before 4:00 PM CST. All questions must include the reference number of this RFQ #1510-012. Any responses to written questions will be distributed via addendum, and posted to www.friscotexas.gov/bids after the questions deadline.

SUBMITTAL REQUIREMENTS

Each submittal must follow the format described in this section. Any submittal which does not adhere to this format may be deducted points from evaluation (up to 10 points).

Section 1: Cover/Title Page (one page)

The Cover/Title Page shall include the proposal number and name of your company/firm, and any subcontractors or third party vendors proposing to work on this project (if applicable). The Cover/Title Page shall include a statement clearly identifying the work categories for which the firm is interesting in providing services.

Section 2: Qualification Statement (4 pages, plus 1 additional page for each work category)

At a minimum, qualification statements shall include;

- Project Understanding. (Specific to each work category proposed on)
- Project Manager and Task Leader experience, specific roles. (Specific to each work category proposed on)
- Name and contact information (mailing address, email address, telephone number) for each project referenced in the qualification statement.
- Verification in the form of a statement that proposed team individuals are currently employed by either the prime provider or a sub provider.
- Description of the QA/QC procedures including what is standard practice for all stages of the design process.
- Description of Cost Control procedures in place to minimize cost while still providing a quality product.
- It shall be signed by an officer of your company authorized to bind the organization in contracts.

Section 3: Organization Chart (one page)

An organization chart containing the names, addresses, telephone and fax numbers of the prime provider and any sub provider's key personnel proposed for the team and their contract responsibilities by work category. The organization chart can be prepared with a font size of less than 12 point and is limited to one page. The organization chart is not included in the page limit and is considered an Attachment. The organization chart should identify the prime provider's project manager.

Section 4: Resumes (one page resume for all team members)

A one page resume shall be attached for each team member proposed.

Section 5: Required Forms

- Supplemental Information-Page 12 and 14 of this RFQ
- Affidavit of No Prohibited Interest-Page 13 of this RFQ
- Conflict of Interest Questionnaire-Page 15 of this RFQ
- Signature Form-Page 21 of this RFQ



**CITY OF FRISCO PURCHASING DIVISION
SIGNATURE FORM
1510-012
Traffic Engineering Services**

The undersigned certifies that the information contained in this Submittal has been carefully reviewed and is submitted as correct and final.

"I hereby certify that the foregoing Submittal has not been prepared in collusion with any other Submitter or other person or persons engaged in the same line of business prior to the official opening of this Submittal. Further, I certify that the Submitter is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service proposed on, or to influence any person or persons to propose or not to propose thereon."

Name of Submitter: _____

Address of Submitter: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By (print name) _____

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____